

REMARKS

By this amendment, claims 1-42 are pending, in which no claims are canceled, withdrawn from consideration, currently amended, or newly presented. No new matter is introduced.

The final Office Action mailed November 7, 2008 rejected claims 1-3, 5-10, 12-17, 19-24, 26-31, 33-38, and 40-42 as obvious under 35 U.S.C. § 103 based on *Kitchen et al.* (US 6,289,322) in view of *Smith et al.* (PC Computing article, 1992) and claims 4, 11, 18, 25, 32, and 39 as obvious under 35 U.S.C. § 103 based on *Kitchen et al.* (US 6,289,322) and *Smith et al.* (PC Computing article, 1992) in view of *Business Owner* (1995 article).

This supplemental response is being filed responsive to a telephonic interview with Examiner Greimel on December 29, 2008. At the outset, Applicant's representative wishes to thank the Examiner for the courteous telephonic interview and for the Examiner's helpful suggestion to further explain how the calculated discount amount in the claims relates to the invoice amount and invoice due date.

Accordingly, Applicant relies on the previous response of November 26, 2008, without amending any claims, and provides the following further explanation regarding the claimed calculated discount amount, invoice amount and invoice due date, and respectfully requests the Examiner's reconsideration of the allowability of the claims in view of these remarks.

Each of the pending claims recites a relationship between the "invoice amount," the "calculated discount amount," and the "invoice due date." That is, taking claim 1 as exemplary, the claim recites "retrieving customer invoice information", "calculating a discount amount based upon the invoice amount," and "displaying the calculated discount amount." By way of example, a customer may then selectively make a "payment input." This "payment input" is not the payment, *per se*, but rather the payment input "authorizes a payment according to the

calculated discount amount in advance of the invoice due date.” That is, for example, a customer may input some signal, which actually authorizes a payment of the bill. But the actual payment made, or authorized, can be the “invoice amount” or something less than the “invoice amount.” The actual amount of payment may be less than the “invoice amount,” i.e., the “calculated discount amount,” if the payment is authorized “in advance of the invoice due date.” Thus, if a customer pays his/her bill prior to the invoice due date, the required payment will not be the full amount of the invoice amount, but rather, the “calculated discount amount.”

Accordingly, there is a specific relationship between the claimed “calculated discount amount,” the claimed “invoice amount” and the claimed “invoice due date.” The “calculated discount amount” is applied if payment is authorized in advance of the “invoice due date,” with the “calculated discount amount” being based on the “invoice amount.”

Independent claims 8, 15, 22, and 29 all recite the interrelationship between the claimed “calculated discount amount,” “invoice amount,” and “invoice due date.” Additionally, independent claim 36 more specifically recites “an early payment discount” calculated on the “invoice amount” wherein “the early payment discount is applied only upon payment within a pre-defined time period of said invoice due date.”

As explained during the telephonic interview, even if the applied references disclose or suggest, in general, invoices, invoice due dates, and calculated discount amounts, these elements are not disclosed or suggested by the applied references in the specific manner recited in the instant claims, wherein there is a particular recited interrelationship between, and among, the “calculated discount amount,” “invoice amount,” and “invoice due date” elements.

Since the claimed relationship between an invoice due date and a discounted amount is neither disclosed nor suggested by either one of *Kitchen et al.* or *Smith et al.* or the combination

thereof, and the Final Office Action has not articulated any reasoning, with some rational underpinning, for finding the claimed subject matter obviousness in spite of this deficiency by the applied references, no *prima facie* case of obviousness has been established.

The general teaching by *Smith et al.* regarding “giving discounts for early payments” does not, *per se*, suggest to artisans any specific modification to the system of *Kitchen et al.* in order to provide such discounts by specifically calculating those discounts based upon the invoice amount and authorizing payment of the calculated discount amount if payment is made in advance of the invoice due date.

Furthermore, viewing Applicant’s disclosure as a guide in hindsight, (to use an invoice due date to actually calculate a discounted amount and to selectively receive a payment input that authorizes a payment according to the calculated discount amount in advance of that invoice due date), is impermissible and is not the test for obviousness, within the meaning of 35 U.S.C. § 103.

Accordingly, the Examiner is respectfully requested to reconsider her position in view of the above comments and the previous responses and to withdraw the rejections of the claims under 35 U.S.C. § 103.

Therefore, the present application, as amended, overcomes the rejections of record and is in condition for allowance. Favorable consideration is respectfully requested. If any unresolved issues remain that would impede the allowance of the claims, as was indicated during the telephonic interview, it is respectfully requested that the Examiner telephone the undersigned attorney at (703) 519-9952 so that such issues may be resolved as expeditiously as possible in order to avoid the lengthy appeal process.

To the extent necessary, a petition for an extension of time under 37 C.F.R. §1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper,

including extension of time fees, to Deposit Account 504213 and please credit any excess fees to such deposit account.

Respectfully Submitted,
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Date

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